

HAYNES AND BOONE, LLP
Tamara Devitt/Bar No. 209683
tamara.devitt@haynesboone.com
Matthew E. Costello/Bar No. 295062
matthew.costello@haynesboone.com
Letitia Johnson Smith/Bar No. 355642
letitia.johnson-smith@haynesboone.com
600 Anton Boulevard, Suite 700
Costa Mesa, California 92626
T: (949) 202-3000 | F: (949) 202-3001

Attorneys for Defendant
ITT AEROSPACE CONTROLS LLC

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

FRED BOYD, an individual;

Plaintiff,

v.

ITT AEROSPACE CONTROLS LLC,
a Delaware limited liability company;
and DOES 1 through 10, inclusive;

Defendants.

Case No. 2:24-cv-08541-FMO-AGR

Assigned to:

Hon. Fernando M. Olguin
United States District Judge

Protective Order to be Heard by:
Hon. Alicia G. Rosenberg
United States Magistrate Judge

**STIPULATED PROTECTIVE
ORDER; ORDER**

1 **1. INTRODUCTORY STATEMENTS**

2 A. Purposes and Limitations.

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to
7 enter the following Stipulated Protective Order (the “Order”). The Parties
8 acknowledge that this Order does not confer blanket protections on all disclosures
9 or responses to discovery and that the protection it affords from public disclosure
10 and use extends only to the limited information or items that are entitled to
11 confidential treatment under the applicable legal principles.

12 The Parties further acknowledge, as set forth in Section 12.3, below, that this
13 Order does not entitle them to file confidential information under seal. Civil Local
14 Rule 79-5 sets forth the procedures that must be followed and the standards that will
15 be applied when a Party seeks permission from the Court to file material under seal.

16 B. Good Cause Statement.

17 This Action is likely to involve private employee information, sensitive third-
18 party information of government contractors, customer information, and other
19 valuable research, development, commercial, financial, technical and/or proprietary
20 information for which special protection from public disclosure and from use for
21 any purpose other than prosecution of this Action is warranted. Based on the claims
22 alleged in this Action, such private, confidential, and proprietary materials and
23 information may consist of, among other things, confidential business or financial
24 information, information regarding confidential business practices, or other
25 confidential research, development, or commercial information (including
26 information implicating privacy rights of third parties), information otherwise
27 generally unavailable to the public, or which may be privileged or otherwise
28 protected from disclosure under state or federal statutes, court rules, case decisions,

1 or common law, including applicable privacy laws.

2 Accordingly, to expedite the flow of information, to facilitate the prompt
3 resolution of disputes over confidentiality of discovery materials, to adequately
4 protect information the Parties are entitled to keep private and confidential on behalf
5 of themselves or others, to ensure that the Parties are permitted reasonable necessary
6 uses of such material in discovery and preparation for trial, to address their handling
7 at the end of the litigation, and serve the ends of justice, a protective order for such
8 information is justified in this matter.

9 It is the intent of the Parties that information will not be designated as
10 confidential for tactical reasons and that nothing be so designated without a good
11 faith belief that it has been maintained in a confidential, non-public manner, and
12 there is good cause why it should not be part of the public record of this case.

13 **2. DEFINITIONS**

14 2.1 Action: This pending action, *Fred Boyd v. ITT Aerospace Controls*
15 *LLC*, C.D. Cal. Case No. 2:24-cv-08541-FMO-AGR.

16 2.2 Challenging Party: A Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of
19 how it is generated, stored or maintained) or tangible things that qualify for
20 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
21 the Good Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
23 their support staff).

24 2.5 Designating Party: A Party or Non-Party that designates information
25 or items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: All items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced
2 or generated in disclosures or responses to discovery in this Action.

3 2.7 Expert: A person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this Action.

6 2.8 House Counsel: Attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.9 Non-Party: Any natural person, partnership, corporation, association,
10 or other legal entity not named as a Party to this Action.

11 2.10 Outside Counsel of Record: Attorneys who are not employees of a
12 party to this Action but are retained to represent or advise a party to this Action and
13 have appeared in this Action on behalf of that party or are affiliated with a law firm
14 which has appeared on behalf of that Party, and includes support staff.

15 2.11 Party: Any party to this Action, including all of its current and former
16 officers, directors, employees, consultants, retained experts, and Outside Counsel
17 of Record (and their support staffs).

18 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13 Professional Vendors: Persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 2.14 Protected Material: Any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: A Party that receives Disclosure or Discovery
27 Material from a Producing Party.

28 ///

1 **3. SCOPE**

2 The protections conferred by this Order cover not only Protected Material,
3 but also (1) any information copied or extracted from Protected Material; (2) all
4 copies, excerpts, summaries, or compilations of Protected Material; and (3) any
5 testimony, conversations, or presentations by Parties or their Counsel that might
6 reveal Protected Material.

7 **4. DURATION**

8 The terms of this Order do not extend beyond the commencement of the trial,
9 if any, in this Action. If this case proceeds to trial, all of the information that was
10 designated as confidential or maintained pursuant to this Order becomes public and
11 will be presumptively available to all members of the public, including the press,
12 unless compelling reasons supported by specific factual findings to proceed
13 otherwise are made to the trial judge in advance of the trial. *See Kamakana v. City*
14 *and Cty. of Honolulu*, [447 F.3d 1172, 1180-81 \(9th Cir. 2006\)](#) (distinguishing “good
15 cause” showing for sealing documents produced in discovery from “compelling
16 reasons” standard when merits-related documents are part of court record).

17 Accordingly, the terms of this Order do not extend beyond the
18 commencement of the trial. Any use of Protected Material at trial shall be governed
19 by the orders of the trial judge.

20 **5. DESIGNATING PROTECTED MATERIAL**

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection
23 under this Order must take care to limit any such designation to specific material
24 that qualifies under the appropriate standards. The Designating Party must
25 designate for protection only those parts of material, documents, items, or oral or
26 written communications that qualify so that other portions of the material,
27 documents, items, or communications for which protection is not warranted are not
28 swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber the case development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating
5 Party to sanctions. If it comes to a Designating Party's attention that information
6 or items that it designated for protection do not qualify for protection, that
7 Designating Party must promptly notify all other Parties that it is withdrawing the
8 inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in
10 this Order (e.g., second paragraph of Section 5.2(a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) For information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), that the Producing Party affix at a minimum, the legend
18 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
19 contains protected material. If only a portion of the material on a page qualifies for
20 protection, the Producing Party also must clearly identify the protected portion(s)
21 (e.g., by making appropriate markings in the margins).

22 A Party or Non-Party that makes original documents available for inspection
23 need not designate them for protection until after the inspecting Party has indicated
24 which documents it would like copied and produced. During the inspection and
25 before the designation, all of the material made available for inspection shall be
26 deemed "CONFIDENTIAL." After the inspecting Party has identified the
27 documents it wants copied and produced, the Producing Party must determine
28 which documents, or portions thereof, qualify for protection under this Order. Then,

1 before producing the specified documents, the Producing Party must affix the
2 “CONFIDENTIAL legend” to each page that contains Protected Material. If only
3 a portion of the material on a page qualifies for protection, the Producing Party also
4 must clearly identify the protected portion(s) (e.g., by making appropriate markings
5 in the margins).

6 (b) For testimony given in depositions or in other proceedings, that the
7 Designating Party identify on the record, before the close of the deposition or
8 proceeding, all protected testimony.

9 (c) For information produced in some form other than documentary and
10 for any other tangible items, that the Producing Party affix in a prominent place on
11 the exterior of the container or containers in which the information is stored the
12 legend “CONFIDENTIAL.” If only a portion or portions of the information
13 warrants protection, the Producing Party, to the extent practicable, shall identify the
14 protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
16 failure to designate qualified information or items as Confidential does not, standing
17 alone, waive the Designating Party’s right to secure protection under this Order for
18 such material. Upon timely correction of a designation, the Receiving Party must
19 make reasonable efforts to assure that the material is treated in accordance with the
20 provisions of this Order.

21 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
23 designation of confidentiality at any time that is consistent with the Court’s
24 Scheduling Order.

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
26 resolution process under Local Rule 37.1, et seq.

27 6.3 Burden of Persuasion. The burden of persuasion in any such challenge
28 proceeding shall be on the Designating Party. Frivolous challenges, and those made

1 for an improper purpose (e.g., to harass or impose unnecessary expenses and
2 burdens on other parties) may expose the Challenging Party to sanctions. Unless
3 the Designating Party has waived or withdrawn the confidentiality designation, all
4 Parties shall continue to afford the material in question the level of protection to
5 which it is entitled under the Producing Party's designation unless and until the
6 Court rules on the challenge.

7 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

8 7.1 Basic Principles. A Receiving Party may use Protected Material that is
9 disclosed or produced by another Party or by a Non-Party in connection with this
10 Action only for prosecuting, defending, or attempting to settle this Action. Such
11 Protected Material may be disclosed only to the categories of persons and under the
12 conditions described in this Order. When the Action has been terminated, a
13 Receiving Party must comply with the provisions of Section 13 below (FINAL
14 DISPOSITION). Protected Material must be stored and maintained by a Receiving
15 Party at a location and in a secure manner that ensures that access is limited to the
16 persons authorized under this Order.

17 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
18 otherwise ordered by the Court or permitted in writing by the Designating Party, a
19 Receiving Party may disclose any information or item designated
20 "CONFIDENTIAL" only to:

21 (a) The Receiving Party's Outside Counsel of Record in this Action, as
22 well as employees of said Outside Counsel of Record to whom it is reasonably
23 necessary to disclose the information for this Action;

24 (b) The officers, directors, and employees (including House Counsel) of
25 the Receiving Party to whom disclosure is reasonably necessary for this Action, or
26 the Party if he or she is an individual;

27 (c) Experts (as defined in this Order) of the Receiving Party to whom
28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) The Court and its personnel;

3 (e) Court reporters and their staff;

4 (f) Professional jury or trial consultants, mock jurors, and Professional
5 Vendors to whom disclosure is reasonably necessary for this Action and who have
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (g) The author or recipient of a document containing the information or a
8 custodian or other person who otherwise possessed or knew the information;

9 (h) During their depositions, witnesses, and attorneys for witnesses, in the
10 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
11 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
12 will not be permitted to keep any Confidential information unless they sign the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
14 agreed by the Designating Party or ordered by the Court. Pages of transcribed
15 deposition testimony or exhibits to depositions that reveal Protected Material may
16 be separately bound by the court reporter and may not be disclosed to anyone except
17 as permitted under this Order; and

18 (i) Any mediator or settlement officer, and their supporting personnel,
19 mutually agreed upon by any of the Parties engaged in settlement discussions.

20 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
21 **PRODUCED IN OTHER LITIGATION**

22 If a Party is served with a subpoena or a court order issued in other litigation
23 that compels disclosure of any information or items designated in this Action as
24 “CONFIDENTIAL,” that Party must:

25 (a) Promptly notify in writing the Designating Party. Such notification
26 shall include a copy of the subpoena or court order;

27 (b) Promptly notify in writing the party who caused the subpoena or order
28 to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Order. Such notification shall include a copy of
2 this Order; and

3 (c) Cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
6 the subpoena or court order shall not produce any information designated in this
7 action as “CONFIDENTIAL” before a determination by the court from which the
8 subpoena or order issued, unless the Party has obtained the Designating Party’s
9 permission. The Designating Party shall bear the burden and expense of seeking
10 protection in that court of its confidential material and nothing in these provisions
11 should be construed as authorizing or encouraging a Receiving Party in this Action
12 to disobey a lawful directive from another court.

13 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
14 **PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced by a
16 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
17 produced by Non-Parties in connection with this litigation is protected by the
18 remedies and relief provided by this Order. Nothing in these provisions should be
19 construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to
21 produce a Non-Party’s confidential information in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce the Non-Party’s
23 confidential information, then the Party shall:

24 (1) Promptly notify in writing the Requesting Party and the Non-Party
25 that some or all of the information requested is subject to a
26 confidentiality agreement with a Non-Party;

27 (2) Promptly provide the Non-Party with a copy of the Order in this
28 Action, the relevant discovery request(s), and a reasonably specific

description of the information requested; and

(3) Make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this Court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the Court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review.

1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Order, no Party waives any right it otherwise would have to object to disclosing or
6 producing any information or item on any ground not addressed in this Order.
7 Similarly, no Party waives any right to object on any ground to use in evidence of
8 any of the material covered by this Order.

9 12.3 Filing Protected Material. A Party that seeks to file under seal any
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material
11 may only be filed under seal pursuant to a court order authorizing the sealing of the
12 specific Protected Material at issue. If a Party's request to file Protected Material
13 under seal is denied by the court, then the Receiving Party may file the information
14 in the public record unless otherwise instructed by the court.

15 12.4 Entry of Order. The Parties agree to be bound by the terms set forth
16 herein with regard to any Confidential Information or Items that have been
17 produced before the Court signs this Order.

18 **13. FINAL DISPOSITION**

19 Each Receiving Party must return all Protected Material to the Producing
20 Party or destroy such material within 60 days after the final disposition of this
21 Action. As used in this subdivision, "all Protected Material" includes all copies,
22 abstracts, compilations, summaries, and any other format reproducing or capturing
23 any of the Protected Material.

24 Whether the Protected Material is returned or destroyed, the Receiving Party
25 must submit a written certification to the Producing Party (and, if not the same
26 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies
27 (by category, where appropriate) all the Protected Material that was returned or
28 destroyed and (2) affirms that the Receiving Party has not retained any copies,

1 abstracts, compilations, summaries or any other format reproducing or capturing
2 any of the Protected Material.

3 Notwithstanding this provision, Counsel are entitled to retain an archival
4 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
5 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
6 work product, and consultant and expert work product, even if such materials
7 contain Protected Material. Any such archival copies that contain or constitute
8 Protected Material remain subject to this Protective Order as set forth in Section 4
9 (DURATION).

10
11 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

12
13 Date: November 27, 2024

NOSRATILAW, APLC

14 By: /s/ Jamie Castaneda

15 Omid Nosrati

16 Rene Maldonado

17 Jaime Castaneda

18 Attorneys for Plaintiff

FRED BOYD

19
20 Date: November 27, 2024

HAYNES AND BOONE, LLP

21 By: /s/ Matthew E. Costello

22 Tamara I. Devitt

23 Matthew E. Costello

24 Attorneys for Defendant

25 ITT AEROSPACE CONTROLS LLC
26
27
28

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2
3
4 Date: December 16, 2024

Alicia G. Rosenberg

5
6 Honorable Alicia G. Rosenberg
7 UNITED STATES MAGISTRATE JUDGE
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California in the Action entitled *Fred Boyd v. ITT Aerospace Controls LLC*, C.D. Cal. Case No. 2:24-cv-08541-FMO-AGR.

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt.

I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Stipulated Protective Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this Action.

Date: _____

Location: _____

Printed Name: _____

Signature: _____

CM/ECF ATTESTATION

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby attest that all other signatories listed, on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing thereof.

Date: November 27, 2024

By: /s/ Matthew E. Costello
Matthew E. Costello